

RESOLUTION NO. 02-03-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MARATHON AND THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, TO PROVIDE ASSISTANCE IN TRAINING THE CITY'S FIRE RESCUE AND EMS EMPLOYEES TO OBTAIN **CLINICAL/PRACTICAL** EXPERIENCE IN AMBULANCE SERVICES; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF SAID AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon ("City") desires to enter into an Agreement between the Board of County Commissioners of Monroe County ("County") and the City of Marathon ("City") to provide assistance in training the City's Fire Rescue and EMS Employees; and

WHEREAS, the City desires that the City of Marathon Fire Rescue and EMS employees obtain clinical/practical experience in Ambulance Services; and

WHEREAS, the County offers to provide the necessary equipment for said experience in recognition of the need to train the City's Fire Rescue and EMS employees.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

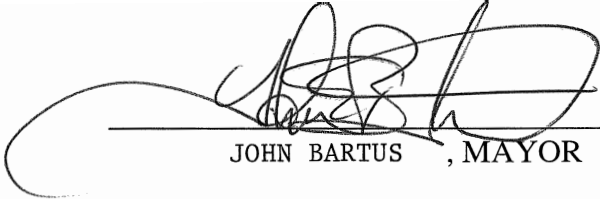
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Term. This Agreement shall commence on March 20, 2002 and shall be in effect until April 1, 2002. Either party hereto may terminate this Agreement by given written notice to the other party.

Section 3. Agreement. The Agreement, in substantially the form and substance that is attached hereto as Exhibit "A", is hereby approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of said Agreement, if deemed necessary, and the Mayor is authorized to execute said Agreement on behalf of the City.

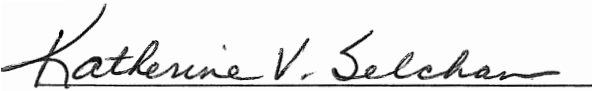
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of March, 2002.



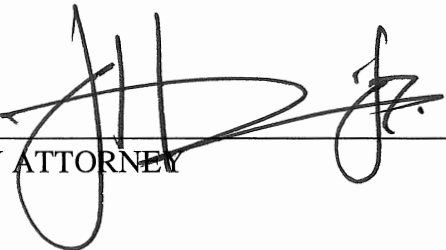
JOHN BARTUS, MAYOR

ATTEST:



KATHERINE V. SELCHAN
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

#5134v1.ks

SCANNED

3/25/02 #5295 KS✓

AGREEMENT

THIS AGREEMENT entered into this 20th day of March, 2002 by and between the City of Marathon, hereinafter referred to as the CITY, and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS, the CITY desires that City of Marathon Fire Rescue and EMS employees obtain clinical/practical experience in Ambulance Services; and WHEREAS, the COUNTY offers to provide the necessary equipment for said experience in recognition of the need to train the CITY'S Fire Rescue and EMS employees. (List of employees to be supplied).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS:

- (a) The CITY'S Fire Chief and the COUNTY'S EMS Battalion Chief(s) shall acquaint the CITY'S employees with the rules and regulations of the COUNTY'S EMS and shall hold them responsible for complying with all rules and regulations applicable to the CITY'S employees. This does not preclude the COUNTY'S EMS from providing further orientation. The COUNTY'S EMS will provide a current set of rules and regulations for the CITY.
- (b) The COUNTY'S EMS reserves the right to refuse its equipment and services to any CITY employee who does not meet the professional or other stated requirements of the COUNTY'S EMS or any appropriate authority controlling and directing said COUNTY'S EMS.
- (c) The instructional schedule for the clinical/practical experience of the CITY'S employees shall be planned jointly by the COUNTY'S Battalion Chief(s) and the CITY'S Fire Chief. The instructional schedule agreed upon shall be submitted to the respective COUNTY'S EMS and CITY authorities.
- (d) Clinical/practical instruction may also be provided for by the COUNTY'S EMS from its staff, and assigned according to Paragraph 1 (c) above.
- (e) The responsibility of the COUNTY'S EMS staff with regard to the clinical/practical experience of the CITY'S employees may include:
 - (1) direct instruction and supervision of the CITY'S employees according to the respective job description;
 - (2) periodic evaluation of the CITY'S employee's progress as required by the CITY;

- (3) providing to the CITY'S Fire Chief the proposed schedule for clinical/practical instruction for the ensuing period; and
 - (4) being available for scheduled conferences with the CITY'S employee's and/or Fire Chief.
- (f) The CITY on its part agrees further;
- (1) to go through the proper channels with the COUNTY'S EMS in planning clinical/practical experience;
 - (2) to arrange meetings with the appropriate staff of the COUNTY'S EMS to whom the CITY'S Employee's are directly responsible in order to review and evaluate the progress of the clinical/practical experience as needed;
 - (3) to provide methods for employee evaluation which are brief and meaningful; and
 - (4) to inform the clinical/practical staff of the COUNTY'S EMS as to the extent of the CITY Employee's academic preparation for the purpose of assignment of the CITY'S Employee to the appropriate entry level of clinical/practical experience.

2. INDEMNIFICATION AND INSURANCE:

- (a) The CITY agrees to indemnify and hold harmless the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, its respective officers, agents, employees, and servants from any and all liabilities and causes of action arising out of the operation of this Agreement, which results directly from the negligence, errors, or omissions of the CITY, its officers, trustees, employees, students, or agents. The CITY does not accept liability for the injury or death of any person or damage to any property, or any claims or causes of action arising therefrom, caused by the sole negligence of any officer, agent, employee, or servant of MONROE COUNTY, or by the condition of the equipment operated by the COUNTY'S EMS, whether the condition is latent or patent, and regardless of whether the CITY has inspected the equipment prior to using it. Nothing contained herein waives any immunity granted to the COUNTY under Section 768.28, Florida Statutes.
- (b) The CITY agrees to maintain, during the term of this Agreement, professional liability insurance covering its⁷ employees with a single limit of \$1,000,000, with aggregate coverage of \$3,000,000. A Certificate of Insurance in evidence of compliance with this paragraph shall be filed with the COUNTY.
- (c) If either party receives notice of a claim related to this Agreement, that party shall notify the other party within 15 days of its own receipt of notice.

TERM OF AGREEMENT: The term of **this AGREEMENT** shall be from the date of the Agreement, and shall remain in full force and effect until April 1, 2002. Either party hereto may terminate **this AGREEMENT** by giving written notice to the other party.

NOTICE: Where notice is required under this Agreement to be given to either party, the notice shall be mailed to:

For CITY:

City Manager
City of Marathon
d o Moyer & Associates
210 North University Drive, Suite 702
Coral Springs, FL 33074

For COUNTY:

Public Safety Director
County of Monroe
490 63rd Street, Ocean, Suite 140
Marathon, FL 33050

IN WITNESS WHEREOF the parties have cause this AGREEMENT to be executed in their in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.



(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

By: *Garnela Hancock*
Deputy Clerk

By: *[Signature]*
Mayor/Chairman

DATE: March 20, 2002

ATTEST:

BY: *Kathleen V. Selcher*
City Clerk

CITY OF MARATHON

By: *[Signature]*
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *[Signature]*
City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
BY: *[Signature]*
SUZANNE A. HUTTON
DATE: 2/21/02

SCANNED